

## EXHIBIT D

IN THE  
UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
(Alexandria Division)

RONALD HOUSTON, on behalf of himself and )  
all other similarly situated, and JOSEPH )  
LOMASCOLO, on behalf of himself and all others )  
similarly situated, )

Plaintiffs, )

v. )

DEWBERRY & DAVIS LLC, )  
et al., )

Defendants. )

Case No.: 1:08-cv-00203-LO-JFA

**PLAINTIFF RONALD E. HOUSTON'S OBJECTIONS AND RESPONSES TO FIRST  
REQUEST FOR ADMISSIONS PROPOUNDED BY DEFENDANTS DEWBERRY &  
DAVIS LLC AND PARTNERSHIP FOR RESPONSE AND RECOVERY**

TO: DEFENDANTS PARTNERSHIP FOR RESPONSE AND RECOVERY and  
DEWBERRY & DAVIS, LLC.  
c/o Michael E. Kinney, Esq.  
Stephen M. Sayers, Esq.  
Thomas P. Murphy, Esq.  
HUNTON & WILLIAMS LLP  
1751 Pinnacle Drive, Suite 1700  
McLean, Virginia 22102

James P. Naughton, Esq.  
HUNTON & WILLIAMS LLP  
500 E. Main Street, Suite 1000  
Norfolk, Virginia 23510

Plaintiff Ronald E. Houston ("Plaintiff or Houston) hereby submits his objections and  
responses to Defendants, Partnership for Response and Recovery's ("PaRR") and Dewberry &  
Davis LLC's ("Dewberry") First Request for Admissions as follows:

A. **OBJECTIONS AND RESPONSES TO REQUESTS FOR ADMISSIONS AS  
TO AUTHENTICITY OF DOCUMENTS**

**REQUEST NO. 3:**

The document attached as Exhibit No. 3 is an accurate and authentic copy of a Consultant Review Application Form that Houston electronically completed and submitted to PaRR on March 26, 2002.

**ANSWER:**

Admit.

**REQUEST NO. 4:**

The document attached as Exhibit No. 4 is an accurate and authentic copy of an Independent Contractor Agreement signed by Houston on July 3, 2004.

**ANSWER:**

Admit.

**REQUEST NO. 5:**

The document attached as Exhibit No. 5 is an accurate and authentic copy of a "Task Order" signed by Houston on July 3, 2004.

**ANSWER:**

Admit.

**REQUEST NO. 19:**

The document attached as Exhibit No. 19 is an accurate and authentic copy of PaRR Policy Directive No. P001, dated December 1, 2003.

**ANSWER:**

Admit.

**REQUEST NO. 20:**

The document attached as Exhibit No. 20 is an accurate and authentic copy of an IRS Form 1099-MISC issued to Houston by PaRR for the 2004 tax year.

**ANSWER:**

Admit.

**REQUEST NO. 21:**

The document attached as Exhibit No. 21 is an accurate and authentic copy of an IRS Form 1099-MISC issued to Houston by PaRR for the 2005 tax year.

**ANSWER:**

Admit.

**REQUEST NO. 22:**

The document attached as Exhibit No. 22 is an accurate and authentic copy of an IRS Form 1099-MISC issued to Houston by PaRR for the 2006 tax year.

**ANSWER:**

Admit.

**B. OBJECTIONS AND RESPONSES TO REQUEST FOR ADMISSIONS AS  
TO FACTUAL MATTERS**

**REQUEST NO. 24:**

The document attached as Exhibit No. 2 contains the following statement: "I certify that I have not been arrested, charged, or convicted of any felony charge as of the start date of this Task Order."

**ANSWER:**

Admit. Plaintiff Ronald Houston does not in fact have a criminal record on account of the fact that his 1988 felony conviction and related charges were fully expunged by the Court in December, 1991 following successful fulfillment of his probationary requirements. The expungement occurred pursuant to California Penal Code § 1203.4 which provides in relevant part that the court may set aside the verdict of guilty and dismiss the accusations and information against the defendant and release the defendant from all penalties and disabilities resulting from the offense for which he had been convicted. Defendants have been provided with a copy of the Expungement Order.

**REQUEST NO. 25:**

Houston signed the document attached as Exhibit No. 2 on January 6, 2002.

**ANSWER:**

Admit. Plaintiff Ronald Houston does not in fact have a criminal record on account of the fact that his 1988 felony conviction and related charges were fully expunged by the Court in December, 1991 following successfully fulfillment of his probationary requirements. The expungement occurred pursuant to California Penal Code § 1203.4 which provides in relevant part that the court may set aside the verdict of guilty and dismiss the accusations and information against the defendant and release the defendant from all penalties and disabilities resulting from the offense for which he had been convicted. Defendants have been provided with a copy of the Expungement Order.

**REQUEST NO. 45:**

When Houston worked as an independent contractor for PaRR, he was provided with a unique Inspector Number and password that allowed him access to the PaRR website.

**ANSWER:**

Admit.

**REQUEST NO. 46:**

When Houston electronically completed and submitted to PaRR the Consultant Review Application Form, attached as Exhibit No. 3, he indicated that he had never been convicted of a felony.

**ANSWER:**

Admit. Plaintiff Ronald Houston does not in fact have a criminal record on account of the fact that his 1988 felony conviction and related charges were fully expunged by the Court in December, 1991 following successfully fulfillment of his probationary requirements. The expungement occurred pursuant to California Penal Code § 1203.4 which provides in relevant part that the court may set aside the verdict of guilty and dismiss the accusations and information against the defendant and release the defendant from all penalties and disabilities resulting from the offense for which he had been convicted. Defendants have been provided with a copy of the Expungement Order.

**REQUEST NO. 51:**

When Houston electronically completed, and submitted to PaRR, the Consultant Review Application Form, attached as Exhibit No. 3, he indicated that had previously completed "[o]ver 10,000 inspections for Suncoast, Vulcan, SCA and Parsons Brinckerhoff."

**ANSWER:**

Admit.

**REQUEST NO. 53:**

The Independent Contractor Agreement, attached as Exhibit 4, contains the following provision:

**Subcontractor on a Government Prime Contract**

This Contract operates as a subcontractor (sic) under Prime Contract with the Federal Government and is subject to the following Federal Acquisition Regulations (FAR): Service Contract Act, FAR 52.222.41-42, and the Fair Labor Standards Act, 52.222.43; Government Property, FAR 52.245-2 and -14; and Insurance Liability, FAR 52.228-7. I[n]dependent ]C[ontractor] must comply with all such FAR requirements, including the SCA and must maintain appropriate records documenting hours worked and rates paid per disaster or task order. In the FAR, the terms "the Contractor" and equivalent terms shall mean the IC and the terms "the Government" and "the Contracting Officer" and equivalent terms shall mean PaRR Inspections.

**ANSWER:**

Admit.

**REQUEST NO. 54:**

Houston did not maintain "appropriate records documenting hours worked and rates paid per disaster or task order," as required by the Independent Contractor Agreement attached as Exhibit No. 4.

**ANSWER:**

Admit.

**REQUEST NO. 55:**

Houston has no record of the hours that he worked performing disaster housing inspections for PaRR in any week in the time beginning on November 8, 2004 and ending on July 23, 2006.

**ANSWER:**

Admit.

**REQUEST NO. 56:**

Houston has no record that quantifies or allows him to quantify the hours that he worked in any week performing disaster housing inspections for PaRR in any week in the time beginning on November 8, 2004 and ending on July 23, 2006.

**ANSWER:**

Admit, but it is my best estimate that I worked an average of 14 hours per day while working as a disaster inspector for PaRR with an average of a 30 minute meal break per day.

**REQUEST NO. 57:**

The document attached as Exhibit No. 17 has been continuously present on the PaRR website since December 1, 2003.

**ANSWER:**

Admit.

**REQUEST NO. 58:**

Houston read Policy Directive No. P001 when he accessed the PaRR website after agreeing to become an Independent Contractor for PaRR, and after having been provided with a unique inspector ID and password allowing him access to the PaRR website.

**ANSWER:**

Admit.

**REQUEST NO. 59:**

At all times relevant to this case, Houston could access PaRR's website Policy Directive P001 which states that "the per-inspection rate offered by PaRR inspections includes the equivalent of an hourly wage, the monetary value of fringe benefits and projected overtime."

**ANSWER:**

Admit.

**REQUEST NO. 71:**

On or about March 29, 2007, Houston contacted PaRR at its Operational Headquarters in Winchester, Virginia, and informed PaRR's Training Coordinator that he was no longer available to perform housing inspections because of a medical condition.

**ANSWER:**

Admit.

**REQUEST NO. 74:**

Houston had performed over 13,000 disaster housing inspections for other government contracting firms, including Alltech, Inc., before he signed his first Independent Contractor Agreement with PaRR.

**ANSWER:**

Admit.

**REQUEST NO. 76:**

Due to his skill and experience, Houston performed "Quality Control" inspections of other inspectors work, for PaRR.

**ANSWER:**

Admit.

**REQUEST NO. 80:**

Despite his allegation in Paragraphs 47 and 48 of his Complaint, Houston has no evidence that PaRR willfully attempted to conceal his purported eligibility for overtime pay by hiring him as an Independent Contractor.

**ANSWER:**

Deny, see the IRS determination. Discovery and investigation continue.

**REQUEST NO. 92:**

By the document attached as Exhibit No. 19, PaRR reported to the IRS that it had paid Houston "nonemployee compensation" to Houston in the amount of \$59,904 in 2004.

**ANSWER:**

Admit.

**REQUEST NO. 93:**

Houston has never filed an income tax return for the tax year 2004.

**ANSWER:**

Admit.

**REQUEST NO. 94:**

Houston has paid no federal income tax on the money that PaRR paid him for any of the disaster housing inspection services that he performed in 2004.

**ANSWER:**

Admit.

**REQUEST NO. 95:**

PaRR paid Houston \$118,765.81 for disaster housing inspection services that he performed in 2005.

**ANSWER:**

Admit.

**REQUEST NO. 96:**

By the document attached as Exhibit No. 21, PaRR reported to the IRS that it had paid Houston "nonemployee compensation" to Houston in the amount of \$118,765.81 in 2005.

**ANSWER:**

Admit.

**REQUEST NO. 98:**

Houston claimed business expenses in the amount of \$66,683 on a belatedly filed income tax return for the year 2005.

**ANSWER:**

Admit.

**REQUEST NO. 99:**

Houston has paid no federal income tax on the money that PaRR paid him for disaster housing inspection services that he performed in 2005.

**ANSWER:**

Admit.

**REQUEST NO. 102:**

PaRR paid Houston \$30,314.95 for disaster housing inspection services that he performed in 2006.

**ANSWER:**

Admit.

**REQUEST NO. 103:**

By the document attached as Exhibit No. 22, PaRR reported to the IRS that it had paid Houston "nonemployee compensation" in the amount of \$30,314.95 in 2006.

**ANSWER:**

Admit.

**REQUEST NO. 104:**

Houston has not filed an income tax return for the tax year 2006.

**ANSWER:**

Admit.

**REQUEST NO. 105:**

Houston has paid no federal income tax on the money that PaRR paid him for the disaster housing inspection services that he performed in 2006.

**ANSWER:**

Admit.

RONALD E. HOUSTON



By Counsel

Walter J. Lack, (CA Bar No.: 57550, *Pro Hac Vice*)

([wlack@elllaw.com](mailto:wlack@elllaw.com))

Richard P. Kinnan, (CA Bar No: 123170, *Pro Hac Vice*)

([rkinnan@elllaw.com](mailto:rkinnan@elllaw.com))

ENGSTROM, LIPSCOMB & LACK

10100 Santa Monica Boulevard, 16<sup>th</sup> Floor

Los Angeles, CA 90067-4107

Phone: (310) 552-3800

Fax: (310) 552-9434

Gary Mims, Esq. (VSB No. 19184)  
Steven M. Frei, Esq.  
Gobind S. Sethi, Esq.  
HALL, SICKELS, FREI & MIMS, P.C.  
12120 Sunset Hills Road, Ste. 150  
Reston, VA 20190  
Phone: (703) 925-0500  
Fax: (703) 925-0501  
*Local counsel for Plaintiff Ronald E. Houston*

Karl A. Gerber, Esq.  
EMPLOYMENT LAWYER'S GROUP  
13418 Ventura Blvd.  
Sherman Oaks, CA 91423  
Tel: (818) 783-7300 –  
Fax: (818) 995-7159  
*Counsel for Plaintiff Ronald E. Houston*

**CERTIFICATE OF SERVICE**

I certify that on the December 23, 2008 a copy of the First Request for Admissions Propounded to Plaintiff Ronald E. Houston by Defendants Dewberry & Davis LLC and Partnership for Response and Recovery was hand-delivered to the offices of:

Michael E. Kinny, Esq.(VSB No. 65056)  
Stephen M. Sayers, Esq. (VSB No. 23066)  
Thomas P. Murphy, Esq. (VSB No. 30765)  
HUNTON & WLLIAMS  
1751 Pinnacle Drive, Suite 1700  
McLean, Virginia 22102  
Telephone: (703) 714-7400

James P. Naughton, Esq.(VSB No. 25923)  
HUNTON & WILLIAMS LLP  
500 E. Main Street, Suite 1000  
Norfolk, Virginia 23510  
Telephone: (757) 640-5300  
Facsimile: (757) 625-7720  
*Counsel for the Defendants, Partnership for Response and Recovery and Dewberry & Davis LLC*

and that an additional copy was mailed to the offices of:

Andrew S. Cabana, Esq.  
Kara Marie Ariail, Esq.  
Teresa Burke Wright, Esq.  
Paul J. Siegel, Esq.  
Wendy J. Melik, Esq.  
Paul DeCamp, Esq.  
JACKSON LEWIS LLP  
10701 Parkridge Blvd., Ste. 300  
Reston, VA 20191  
Tel: (703) 483-8300  
Fax: (703) 483-8301  
*Local Counsel for Defendants, Parsons Brinckerhoff, Inc. and Alltech, Inc.*

A handwritten signature in black ink, appearing to read 'W. J. Lack', with a long horizontal stroke extending to the right.

Walter J. Lack, (CA Bar No.: 57550, *Pro Hac Vice*)

([wlack@elllaw.com](mailto:wlack@elllaw.com))

Richard P. Kinnan, (CA Bar No: 123170, *Pro Hac Vice*)

([rkinnan@elllaw.com](mailto:rkinnan@elllaw.com))

ENGSTROM, LIPSCOMB & LACK

10100 Santa Monica Boulevard, 16<sup>th</sup> Floor

Los Angeles, CA 90067-4107

Phone: (310) 552-3800

310158

## **EXHIBIT 1**

Mar. 19. 2008 8:20PM

No. 4345 P. 2

REPORT-INDETERMINATE SENTENCE,  
OTHER SENTENCE CHOICE

FORM CR 291

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES  
BRANCH SOUTHWEST

CASE NUMBER 1900010  
A924892 - A  
- B  
- C  
- D  
- E

PEOPLE OF THE STATE OF CALIFORNIA  
DEFENDANT: BOUSTON, RONALD EUGENE  
AKA:

REPORT TO JUDICIAL COUNCIL OF: ☐ INDETERMINATE SENTENCE  
TO STATE PRISON ☒ SENTENCE CHOICE OTHER THAN STATE PRISON

DATE OF HEARING 01 09 90 DEPT. NO. SW C JUDGE CLARK

REPORTER SW C COUNSEL FOR PEOPLE SW C COUNSEL FOR DEFENDANT SW C PROBATION NO. 90 PROBATION OFFICER SW C

## 1. DEFENDANT WAS CONVICTED OF THE COMMISSION OF THE FOLLOWING FELONIES:

A. ☐ ADDITIONAL COUNTS ARE LISTED ON ATTACHMENT

1. DEFENDANT WAS CONVICTED OF THE COMMISSION OF THE FOLLOWING FELONIES:										ENHANCEMENTS (CHARGED AND FOUND)										
A. <input type="checkbox"/> ADDITIONAL COUNTS ARE LISTED ON ATTACHMENT _____																				
COUNT	CODE	SECTION NUMBER	CRIME	YEAR CRIME COMMITTED	DATE OF CONVICTION	CONVICTION BY	ENHANCEMENTS													
							JURY TRIAL	COURT TRIAL	PLEA	WRIT PLEA	16027.5(a)	16027.5(b)	16027.5(c)	16027.5(d)	16027.5(e)	16027.5(f)	16027.5(g)	16027.5(h)	16027.5(i)	16027.5(j)
1	HS	11350(a)	(LIO) POSS COCAINE BASE	88	12 12 89	X														
2	PC	243.04	RESIST ARREST	88	05 04 89	X														
3	PC	148	RESIST ARREST	88	05 04 89	X														
4	PC	12025(a)	CONCEAL FIREARM IN VEHICLE	88	05 04 89	X														
5	PC	12025(a)	CONCEAL FIREARM IN VEHICLE	88	05 04 89	X														
6	PC	12025(a)	CONCEAL FIREARM IN VEHICLE	88	05 04 89	X														

## 2. A. Number of prior prison terms charged and found

SECTION	NUMBER
667.5(a)	
667.5(b)	
667.5(c)	

## B. Number of prior felony convictions

SECTION	NUMBER
667.6(a)	

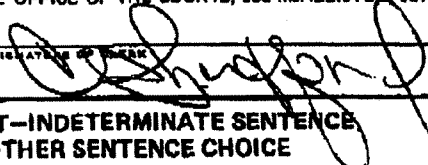
3. ☐ Defendant was sentenced to death on counts \_\_\_\_\_.
4. ☐ Defendant was sentenced to State Prison:
- A. ☐ For life, or a term such as 15 or 20 years to life, with possibility of parole, on counts \_\_\_\_\_.
- B. ☐ For life without the possibility of parole on counts \_\_\_\_\_.
- C. ☐ For other term prescribed by law on counts \_\_\_\_\_.
5. ☒ Counts 2, 3, 4, 5, 6 were deemed misdemeanors.
- A. ☒ Defendant sentenced to 180 days in county jail for all counts.
- B. ☐ Defendant fined in sum of \$ \_\_\_\_\_.
6. ☒ For counts 1, the defendant was placed on probation.
- A. (1) ☐ Sentence pronounced and execution of sentence was suspended; or  
(2) ☐ Imposition of sentence was suspended.
- B. Conditions of probation included ☒ Jail Time 181 days ☒ Fine
7. Other dispositions
- A. ☐ Defendant was committed to California Youth Authority.
- B. ☐ Proceedings suspended, and defendant was committed to California Rehabilitation Center.
- C. ☐ Proceedings suspended, and defendant was committed as a Mentally Disordered Sex Offender.
- D. ☐ Proceedings suspended, and defendant was committed as mentally incompetent.
- E. ☒ Other (Specify) CP 2, 3, 4, 5, & 6 C/C TO SENT IN CT. 1

NOTE: PURSUANT TO ARTICLE VI, SECTION 6 OF THE CALIFORNIA CONSTITUTION AND SECTION 68606 OF THE GOVERNMENT CODE, THE CHIEF JUSTICE REQUIRES THAT EACH SUPERIOR COURT SHALL COMPLETE THIS FORM FOR EACH INDETERMINATE SENTENCE TO STATE PRISON OR SENTENCE CHOICE OTHER THAN STATE PRISON. THE REPORTS IMPLEMENT SECTION 1170.4 OF THE PENAL CODE AND SHALL BE MAILED TO: ADMINISTRATIVE OFFICE OF THE COURTS, 350 McALLISTER, 3200 STATE BUILDING, SAN FRANCISCO, CALIFORNIA 94102

DATE

1-30-90

SIGNATURE OF JUDGE


REPORT-INDETERMINATE SENTENCE  
OTHER SENTENCE CHOICEConst., Art. VI, § 6  
Pen C. 1170.4, 1170.6

WHITE COPY TO

Mar. 19. 2008 8:21PM

No. 4345 P. 3  
199

3 P&S  
Date JANUARY 09 1990  
HONORABLE W. R. HOLLINGSWORTH JR. JUDGE  
G. BRENTON Deputy Sheriff

DEPT. SWC  
A. MILLER Deputy Clerk  
J. SMITH Reporter

CASE NO. 01 3924592-01  
PEOPLE OF THE STATE OF CALIFORNIA  
VS  
01 HOUSTON RONALD FUGENE  
M11551.5 CICTS 242  
(BOX CHECKED IF ORDER APPLICABLE) 1705.5-A CICTS 242

CHARGE  
NATURE OF PROCEEDINGS  
71 ☒ *Motion for new trial and denial*  
☐ PUBLIC DEFENDER APPOINTED, D.P.D.  
☐ DUE TO CONFLICT OF INTERESTS, PUBLIC DEFENDER RELIEVED. PURSUANT TO PENAL CODE SECTION 987.2 GOVERNMENT CODE SECTION 31000 IS APPOINTED.  
72 ☐ ALTERNATE DEFENSE COUNSEL  
73 ☐ CRIMINAL PROCEEDINGS ADJOURNED/RESUMED  
74 ☐ DEFENDANT ORDERED DELIVERED TO DEPARTMENT OF CORRECTIONS PER SECTION 1303.03 PENAL CODE  
75 ☐ MOTION, PROBATION AND SENTENCE HEARINGS/FURTHER PROCEEDINGS CONTINUED TO  
76 ☐ AT \_\_\_\_\_ A.M. IN DEPT. ☐ SUPPLEMENTAL PROBATION REPORT/PROGRESS REPORT ORDERED  
77 ☐ DEFENDANT PERSONALLY AND ALL COUNSEL WAIVE TIME FOR SENTENCING. ☐ DEFENDANT ORDERED TO RETURN.  
78 ☒ PROBATION DENIED / PROCEEDINGS SUSPENDED / SENTENCE IMPOSED AS FOLLOWS:  
☐ IMPRISONED IN STATE PRISON FOR \_\_\_\_\_ TERM OF \_\_\_\_\_ YEARS FOR THE BASE TERM AS TO COUNT  
☐ COURT SELECTS THE \_\_\_\_\_ YEARS PURSUANT TO PENAL CODE SECTION \_\_\_\_\_  
☐ PLUS \_\_\_\_\_ AS INDICATED IN BOX 88 BELOW  
☐ COMMITTED TO CALIFORNIA YOUTH AUTHORITY, THE TERM OF IMPRISONMENT TO WHICH THE DEFENDANT WOULD HAVE BEEN SENTENCED PURSUANT TO SECTION 1170 PENAL CODE IS \_\_\_\_\_ YEARS  
☒ IMPRISONED IN LOS ANGELES COUNTY JAIL FOR TERM OF 180 DAYS  
☐ FINED IN SUM OF \$ \_\_\_\_\_ PLUS \$ \_\_\_\_\_ ASSESSMENT AND SURCHARGE (1494 PC & 7600030), TO TOTAL FINE OF \$ \_\_\_\_\_ PLUS \$ \_\_\_\_\_ PURSUANT TO SECTION 13067(a)  
☐ BE PAID TO COUNTY CLERK  
☐ PAY RESTITUTION FINE IN SUM OF \$ \_\_\_\_\_  
☐ GOVERNMENT CODE PAYABLE TO RESTITUTION FUND  
79 ☒ PROBATION GRANTED FOR A PERIOD OF 3 YEARS ☐ PROBATION TO BE WITHOUT FORMAL SUPERVISION.  
80 ☐ SPEND FIRST \_\_\_\_\_ DAYS IN COUNTY JAIL ☐ ROAD CAMP OR HONOR FARM RECOMMENDED.  
☐ WORK CALIFORNIA PROGRAM RECOMMENDED. ☐ NOT TO BE ELIGIBLE FOR COUNTY PAROLE  
81 ☒ FINED IN SUM OF \$ 1500.00 PLUS ADDITIONAL FINE OF \$ 100.00 (13322.5 HEALTH & SAFETY CODE) FOR A TOTAL FINE OF \$ 1600.00 ASSESSMENT AND SURCHARGE (1494 PC & 7600030), TO TOTAL FINE OF \$ 1700.00  
82 ☒ BE PAID TO PROBATION OFFICER IN SUCH MANNER AS HE SHALL PRESCRIBE.  
83 ☒ MAKE RESTITUTION OF \$ 100.00 TO THE VICTIM. RESTITUTION FUND PURSUANT TO SECTION 1203.04  
84 ☒ PENAL CODE IN SUCH MANNER AS THE PROBATION OFFICER SHALL PRESCRIBE. ☐ TOTAL AMOUNT OF RESTITUTION TO INCLUDE \$ \_\_\_\_\_ & SERVICE CHARGE AS AUTHORIZED BY SECTION 1203.1 PC  
85 ☒ PAY RESTITUTION FINE IN SUM OF \$ 100.00 PURSUANT TO SECTION 13067(a) GOVERNMENT CODE PAYABLE TO PROBATION DEPARTMENT IN SUCH MANNER AS THEY PRESCRIBE. ☒ SAID FINE TO BE STAYED WHILE DEFENDANT PAYS RESTITUTION  
86 ☒ AND IF RESTITUTION IS PAID IN FULL, STAY SHALL BE PERMANENT.  
87 ☐ MINIMUM PAYMENT OF FINE/RESTITUTION TO BE \$ \_\_\_\_\_  
88 ☒ NOT DRINK ANY ALCOHOLIC BEVERAGES AND STAY OUT OF PLACES WHERE THEY ARE THE CHIEF ITEM OF SALE.  
89 ☒ NOT USE OR POSSESS ANY NARCOTICS, DANGEROUS OR RESTRICTED DRUGS OR ASSOCIATED PARAPHERNALIA, EXCEPT WITH VALID PRESCRIPTION, AND STAY AWAY FROM PLACES WHERE USERS CONGREGATE.  
90 ☒ NOT ASSOCIATE WITH PERSONS KNOWN BY YOU TO BE NARCOTIC OR DRUG USERS OR SELLERS.  
91 ☒ SUBMIT TO PERIODIC ANTI-NARCOTIC TESTS AS DIRECTED BY THE PROBATION OFFICER. SUCH TESTING TO BE SUSPENDED WHILE THE DEFENDANT IS IN CUSTODY, IS HOSPITALIZED, OR IS IN A RESIDENTIAL DRUG TREATMENT PROGRAM APPROVED BY PROBATION OFFICER.  
92 ☐ HAVE NO BLANK CHECKS IN POSSESSION. NOT WRITE ANY PORTION OF ANY CHECKS. NOT HAVE BANK ACCOUNT UPON WHICH YOU MAY DRAW CHECKS.  
93 ☐ NOT GAMBLE OR ENGAGE IN BOOKMAKING ACTIVITIES OR HAVE PARAPHERNALIA THEREOF IN POSSESSION, AND NOT BE PRESENT IN PLACES WHERE GAMBLING OR BOOKMAKING IS CONDUCTED.  
94 ☐ NOT ASSOCIATE WITH  
95 ☐ COOPERATE WITH PROBATION OFFICER IN A PLAN FOR  
96 ☐ SUPPORT DEPENDENTS AS DIRECTED BY PROBATION OFFICER.  
97 ☐ SEEK AND MAINTAIN TRAINING, SCHOOLING OR EMPLOYMENT AS APPROVED BY PROBATION OFFICER.  
98 ☒ MAINTAIN RESIDENCE AS APPROVED BY PROBATION OFFICER.  
99 ☐ SURRENDER DRIVER'S LICENSE TO CLERK OF COURT TO BE RETURNED TO DEPARTMENT OF MOTOR VEHICLES.  
100 ☐ NOT DRIVE A MOTOR VEHICLE UNLESS LAWFULLY LICENSED AND INSURED.  
101 ☐ NOT OWN, USE OR POSSESS ANY DANGEROUS OR DEADLY WEAPONS.  
102 ☒ SUBMIT PERSON AND PROPERTY TO SEARCH OR SEIZURE AT ANY TIME OF THE DAY OR NIGHT BY ANY LAW ENFORCEMENT OFFICER WITH OR WITHOUT A WARRANT.  
103 ☒ OBEY ALL LAWS, ORDERS, RULES AND REGULATIONS OF THE PROBATION DEPARTMENT AND OF THE COURT.  
104 ☒ DEFENDANT TO BE GIVEN CREDIT FOR 180 DAYS IN CUSTODY (INCLUDES 2 DAYS GOOD TIME/WORK TIME) 180 1-2-3-4-5  
105 ☒ SENTENCE/ACCOUNTS TO RUN CONSECUTIVELY TO CONCURRENTLY WITH each other  
106 ☒ STAY OF EXECUTION OF said sentence GRANTED TO 1-2-3-4-5  
107 ☐ ON MOTION OF PEOPLE OF STATE  
108 ☒ COURT ADVISES DEFENDANT OF HIS APPEAL/PAROLE RIGHTS.  
109 ☐ "NOTICE RE CERTIFICATE OF REHABILITATION AND PAROLE" GIVEN TO DEFENDANT.  
110 ☐ DEFENDANT TO PAY COSTS OF PROBATION SERVICES IN AMOUNT OF \$ \_\_\_\_\_  
111 ☒ COURT FINDS THAT DEFENDANT DOES NOT HAVE THE PRESENT ABILITY TO PAY COSTS OF INCARCERATION/MEDICAL SERVICES RENDERED - PROBATION SERVICES RESUMED.  
112 ☐ DEFENDANT IS REFERRED TO TREASURY/TAX COLLECTOR FOR FINANCIAL EVALUATION.  
113 ☐ FURTHER ORDER AS FOLLOWS/ADDITIONAL CONDITIONS OF PROBATION:  
114 ☐ SHERIFF IS ORDERED TO ALLOW DEFENDANT \_\_\_\_\_ PHONE CALLS AT DEFENDANT'S OWN EXPENSE  
115 ☐ DEFENDANT FAILS TO APPEAR WITH/WITHOUT SUFFICIENT EXCUSE.  
116 ☐ BAIL, IF POSTED, FORFEITED OR REVOKED. WHEN WARRANT ORDERED ISSUED/REISSUED/AND HELD UNTIL  
117 ☐ NO BAIL/BAIL FIXED AT \$ \_\_\_\_\_  
118 ☐ DEFENDANT APPEARING BENCH WARRANT ORDERED RECALLED/QUASHED ☐ RECALL NO. \_\_\_\_\_ WRITTEN ☐ ABSTRACT FILED  
119 ☐ REMANDERED ☐ BAIL ☐ BAIL EXON. ☐ BOND NO. \_\_\_\_\_  
120 ☐ RELEASED ☐ O.R. ☒ O.R. DISCHARGED ☒ ON PROBATION  
MINUTES ENTERED  
COUNTY CLERK  
3 P&S

Mar. 19. 2008 8:21PM

No. 4345 P. 404

**FILED**

AUG 31 1988

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FRANK S. ZOLIN, COUNTY CLERK

FOR THE COUNTY OF LOS ANGELES

*m. C. [signature]*  
DEPUTY

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff

Case No. A924892

v.

## I N F O R M A T I O N

Arraignment Date: 08/31/88  
Department: SW G

RONALD EUGENE HOUSTON

Defendant(s)

I N F O R M A T I O N  
S U M M A R Y

Ct. No.	Charge	Charge Range	Defendant	Special Allegation	Alleg. Effect
1	HS11351.5	3-4-5	HOUSTON, RONALD EUGE		
2	PC243(b)		CHECK CODE HOUSTON, RONALD EUGE		
3	PC148		Check Code HOUSTON, RONALD EUGE		
4	PC12031(a)		Check Code HOUSTON, RONALD EUGE		
5	PC12025(a)		Check Code HOUSTON, RONALD EUGE		
6	PC242		Check Code HOUSTON, RONALD EUGE		

The District Attorney of the County of Los Angeles, by this Information alleges that:

Mar. 19. 2008 8:22PM

No. 4345 P. 5

35

COUNT 1

On or about August 4, 1988, in the County of Los Angeles, the crime of POSSESSION FOR SALE OF COCAINE BASE, in violation of HEALTH AND SAFETY CODE SECTION 11351.5, a Felony, was committed by RONALD EUGENE HOUSTON, who did willfully and unlawfully possess for sale and purchase for purposes of sale cocaine base.

\* \* \* \* \*

COUNT 2

On or about August 4, 1988, in the County of Los Angeles, the crime of BATTERY UPON AN OFFICER AND EMERGENCY PERSONNEL, in violation of PENAL CODE SECTION 243(b), a Misdemeanor, was committed by RONALD EUGENE HOUSTON, who did willfully and unlawfully use force and violence upon the person of Deputy A. Dunkle when said defendant(s), RONALD EUGENE HOUSTON knew and reasonably should have known that said person was a peace officer then and there engaged in the performance of his/her duties.

\* \* \* \* \*

COUNT 3

On or about August 4, 1988, in the County of Los Angeles, the crime of RESIST, OBSTRUCT, DELAY OF PEACE OFFICER OR EMT, in violation of PENAL CODE SECTION 148, a Misdemeanor, was committed by RONALD EUGENE HOUSTON, who did willfully and unlawfully resist, delay and obstruct Deputy A. Dunkle who was then and there a peace officer.

\* \* \* \* \*

Mar. 19. 2008 8:22PM

No. 4345 P. 6

36

COUNT 4

On or about August 4, 1988, in the County of Los Angeles, the crime of CARRYING A LOADED FIREARM IN A VEHICLE, in violation of PENAL CODE SECTION 12031(a), a Misdemeanor, was committed by RONALD EUGENE HOUSTON, who did willfully and unlawfully carry a loaded firearm in a vehicle while in a public place and on a public street in a prohibited area of unincorporated territory, to wit, Gardena Park.

\* \* \* \* \*

COUNT 5

On or about August 4, 1988, in the County of Los Angeles, the crime of HAVING CONCEALED FIREARM IN VEHICLE, in violation of PENAL CODE SECTION 12025(a), a Misdemeanor, was committed by RONALD EUGENE HOUSTON, who did willfully and unlawfully carry concealed within a vehicle which was under his/her control and direction a pistol, revolver, and firearm, to wit, Titan .25 caliber Automatic, without having a license to carry such firearm, he/she not then and there being a sheriff, constable, marshal, policeman, member of the California Highway Patrol, and other duly appointed peace officer.

\* \* \* \* \*

COUNT 6

On or about August 4, 1988, in the County of Los Angeles, the crime of BATTERY, in violation of PENAL CODE SECTION 242, a Misdemeanor, was committed by RONALD EUGENE HOUSTON, who did willfully and unlawfully use force and violence upon the person of Renee Hill.

\* \* \* \* \*

Mar. 19. 2008 8:22PM

No. 4345 P. 7

**37**

THIS INFORMATION NUMBERED A924892 CONSISTS OF 6 COUNT(S).

IRA REINER, DISTRICT ATTORNEY  
County of Los Angeles,  
State of California

BY: Audrey B. Collins  
AUDREY B. COLLINS,  
DEPUTY DISTRICT ATTORNEY

Filed in Superior Court,  
County of Los Angeles

DATED: \_\_\_\_\_

## **EXHIBIT 2**

PI-S 2002-002

**ATTACHMENT A**  
**PaRR Inspections (TASK ORDER)**  
 Task Order # 14412

TO: \_\_\_\_\_ Mail Date: \_\_\_\_\_  
 Independent Contractor: BON Houston  
 Address: \_\_\_\_\_ Via: (email, fax, fedx) \_\_\_\_\_  
 City, State: LAS VEGAS NV  
 IC Agreement # \_\_\_\_\_ SSN or TIN \_\_\_\_\_  
 PaRR Inspections Charge # \_\_\_\_\_ Period of Performance \_\_\_\_\_

**Scope of Services:**

PaRR Inspections shall purchase from Independent Contractor (IC), and IC shall perform the following services:

- Collect and report required information from applicants whose principal residences have been damaged by disasters, including obtaining applicant signatures on FEMA provided forms.
- Use palm pad computers to receive and submit work, and to collect and record data on damaged dwellings and personal properties.
- Schedule appointments and meet with disaster applicants.
- Provide disaster assistance information to disaster applicants.
- Maintain a courteous, respectful and friendly disposition when dealing with applicants.
- Perform personal physical interior and exterior inspections of property.
- Conduct inspections and report results in accordance with standards and procedures as prescribed by FEMA and PaRR Inspections and made available in orientation/training materials and/or Inspection Guidelines.
- Verify ownership, occupancy, and insurance coverage.
- List all disaster related losses or unmet needs.
- Upon termination of deployment, return palm pad computer, accessories, and pagers in the same condition as when received.
- Complete refresher training courses in accordance with the schedule determined by PaRR Inspections. Failure to maintain complete refresher training courses will constitute a material breach of this Contract.
- Maintain minimum or better performance standards throughout deployment. PaRR Inspections has established the minimum standard as 8 inspections per day within an 10 hour period averaged over a two week period, or 32 inspections within a 40 hour work week, with less than 1% returns for correction or completion. Failure to maintain this minimum standard will constitute a material breach of this Contract.
- Time is of the essence in performance of these inspections. It is required that inspections be completed and returned by the inspector within 72 hours of receipt, except in the case of inspections designated by PaRR to be "priority". Priority inspections must be returned within 24 hours. Any "priority" inspections that are completed within the 24 hours will be paid at a rate 1.5 times the normal rate. This may require the IC to work 7 days per week.

Supervisor: \_\_\_\_\_ Cell # \_\_\_\_\_  
 Additional Comments or Services: \_\_\_\_\_

Unit Price \_\_\_\_\_ Projected # of Inspections \_\_\_\_\_ Not to Exceed Price \_\_\_\_\_

This Task Order shall be performed under the same terms and conditions as included in the original IC Agreement and is fully incorporated into, and made a part of that Agreement. All terms and conditions of the Independent Contract and its attachments shall remain unchanged and in full force and effect.

**PaRR Inspections**

By: \_\_\_\_\_ Date \_\_\_\_\_

Independent Contractor (Please sign and return both copies to PaRR Inspections).

I certify that I have not been arrested, charged, or convicted of any felony charge as of the start date of this Task Order.

By: [Signature] Date 1-6-02

PaRR 0001321

## **EXHIBIT 3**

## Consultant Application Review Form

### Contact Information

Last Name	Houston	First Name	Ronald	Middle Initial	E
Mailing Address	[REDACTED]				
City	Gardenia	State	CA	Zip	90249
County	Clark				
Primary Phone No.	702-658-6968	Alternate Phone No.	310-756-8800		
Mobile Phone No.	310-722-2770	Fax No.			
E-mail address	Bizzair1@aol.com				

### Personal Information

We are required by FEMA to perform background checks. Please answer the following:

Social Security No. [REDACTED]

Birth Date [REDACTED]

Drivers License State NV

Drivers License Number [REDACTED]

Have you ever been  
convicted of a felony? ☐

Yes ☒ No ☐

If yes, explain [REDACTED]

Please indicate your Ethnic Group: (Optional)

Optional - Ethnic Group

☐ Caucasian ☒ African Amer. ☐ Hispanic ☐ Asian

☐ American Indian / Alaskan Native ☐ Other

As a Government contractor, PaRR complies fully with all nondiscrimination and affirmative action regulations. No decisions about retaining any subcontractor consultants will be made on the basis of the above information. This information is kept strictly confidential and is used only for the purpose of responding to Government inquiries.

### Experience

Have you worked as a FEMA Housing Inspector? ☒ Yes ☐ No

If yes, number of inspections completed 1000

NEMIS Training? ☒ Yes ☐ No Date [REDACTED]

Number of disasters worked 0

Date of last disaster 2/1/2002

Are you currently a Dewberry & Davis or URS employee? ☒ No ☐ Yes

### Related Experience

## PaRR Inspections - Consultant Application Review Form

Page 2 of 3

☒ Construction Experience☒ Adjusting Experience

Briefly describe any related experience not covered above. Include years worked and how experier related to FEMA's Housing Inspection Program

Over 10,000 Inspections for Suncoast, Vulcan, CSC and Parsons Brinckerhoff

**Education****Professional licenses, certificates or partnering organizations****Availability**

Describe any availability or travel restrictions you may have

None

**Other Information**

Please check any of the following second-languages that you are fluent in:

- ☐ Chinese ☐ French ☐ German ☐ Japanese  
☐ Portugese ☐ Spanish ☐ Vietnamese Other

Describe special skills such as second language or experience with culturally diverse groups, or an experience you think will help you as an Inspector

**Specific Work History** (Start with the most recent position and work back)

Company Parsons Brinckerhoff

Employed from            to           

Address 465 Spring Park Pl.

Phone No. 800-411-117

City Herndon

State VA

Zip Code 20170

Name and title of immediate supervisor Jim Soucey

May we contact? ☐ Yes ☒ No

Your title QC Inspector

Company                                   

Employed from            to           

Address                                   

Phone No.

## PaRR Inspections - Consultant Application Review Form

Page 3 of 3

City		State	<input checked="" type="checkbox"/>	Zip Code	
Name and title of immediate supervisor		May we contact?	<input type="radio"/> Yes <input checked="" type="radio"/> No		
Your title					
Company		Employed from		to	
Address				Phone No.	
City		State	<input checked="" type="checkbox"/>	Zip Code	
Name and title of immediate supervisor		May we contact?	<input type="radio"/> Yes <input checked="" type="radio"/> No		
Your title					

**Residence History**

Address							
City	Las Vegas	State	NV <input checked="" type="checkbox"/>	Zip	89108	Years at this address	1
Address							
City	Gardena	State	CA <input checked="" type="checkbox"/>	Zip	90249	Years at this address	10
Address							
City		State	<input checked="" type="checkbox"/>	Zip		Years at this address	
Address							
City		State	<input checked="" type="checkbox"/>	Zip		Years at this address	
Address							
City		State	<input checked="" type="checkbox"/>	Zip		Years at this address	

Submit Application Edits

## **EXHIBIT 4**

Independent Contractor Agreement  
 THIS Contract ("Contract") made effective this 3 day of July, 2008 ("Effective Date") is by and between PaRR, Inspections, 8401 Arlington Boulevard, Fairfax, VA 22301 and RON HAWKIN ("Independent Contractor").  
**COMPLETE EACH NUMBERED ITEM BELOW. ANY ITEM NOT COMPLETED OR NOT EASILY READ WILL VOID YOUR CONTRACT. DO NOT LEAVE ANY ITEM BLANK. WRITE "NONE" WHERE APPROPRIATE. PRINT ONLY AND SIGN PAGE 2**

1. Your Name RON HAWKIN INSPECTOR ID # 14018  
 2. Name of Business \_\_\_\_\_  
 3. Address \_\_\_\_\_  
 City Las Vegas State NV Zip Code 89108  
 4. Telephone Number 310-722-2770  
 5. Social Security Number or Tax Identification Number \_\_\_\_\_  
 6. Email \_\_\_\_\_

7. Type of Entity (Please Check all that Apply)

Sole proprietorship \_\_\_\_\_  
 Partnership \_\_\_\_\_  
 Corporation \_\_\_\_\_  
 Veteran-Owned \_\_\_\_\_  
 Veteran-Disabled \_\_\_\_\_  
 Certified Small Disadvantaged Business \_\_\_\_\_  
 Small Business \_\_\_\_\_  
 Woman-Owned \_\_\_\_\_  
 HUBZONE \_\_\_\_\_

Term of Agreement

This Contract shall be effective as of the first date indicated above and unless earlier terminated as stipulated herein, shall terminate on September 30, 2008.

Description of Services

- PaRR Inspections shall purchase from Independent Contractor (IC), and IC shall perform the following services:
- Collect and report required information from applicants, whose principal residences have been damaged by disasters, including obtaining applicant signatures on FEMA provided forms.
  - Use palm pad computer to receive and submit work, and to collect and record data on damaged dwellings and personal properties.
  - Schedule appointments and meet with disaster applicants.
  - Provide disaster assistance information to disaster applicants.
  - Maintain a courteous, respectful and friendly disposition when dealing with applicants.
  - Perform personal physical interior and exterior inspections of property.
  - Conduct inspections and report results in accordance with standards and procedures as prescribed by FEMA and PaRR Inspections and made available to orientation/training materials under Inspection Guidelines.
  - Verify ownership, occupancy, and insurance coverage.
  - List all disaster-related losses or unmet needs.
  - Upon termination of deployment, return palm pad computer, accessories, in the same condition as when received.
  - Complete refresher training courses in accordance with the schedule determined by PaRR Inspections. Failure to maintain refresher training courses will constitute a material breach of this Contract.
  - Maintain minimum or better performance standards throughout deployment. PaRR Inspections has established the minimum standard as 8 inspections per day within an 10 hour period averaged over a two week period, with less than 1% returns for correction or completion. Failure to maintain this minimum standard may constitute a material breach of this Contract and may be grounds for removal from the disaster location.

Time is of the essence in performance of these inspections. It is required that inspections be completed and returned by the Inspector within an average of 72 hours of receipt, except in the case of inspections designated by PaRR to be "priority". Priority inspections must be returned within 24 hours. Any "priority" inspections that are completed within the 24 hours will be paid at a rate 1.5 times the normal rate.

IC will perform such services for PaRR Inspections in support of PaRR Inspections' Prime Contract with the Federal Emergency Management Agency (FEMA), EMIW 2001-00-0002. All work will be performed in a professional and timely manner.

PaRR Inspections shall provide:

1. Orientation training on conducting FEMA Housing Inspections, including refresher training
2. Transportation from the Independent Contractor's address above to the disaster site and return
3. Training on palm pad computers
4. Loan of government-owned palm pad computers
5. Standard forms

Independent Contractor shall provide:

1. Transportation at the job site for daily work requirements.
2. All expenses relating to food, lodging, travel, local and long distance telephone calls, automobile and miscellaneous expenses.
3. All taxes (federal, state, local, FICA, Unemployment, and associated tax payments).
4. Except as otherwise stipulated all tools, equipment, materials, local transportation, food and supplies necessary to perform the work.
5. Certification that they have either Worker's Compensation insurance or a health insurance policy and Commercial General Liability Insurance as required in the clause entitled "Worker's Compensation and Commercial Liability Insurance" herein.

Assignment Authorization and Acceptance

PaRR Inspections shall provide a verbal authorization to report to a disaster site via telephone call. IC shall, upon acceptance of authorization, respond to the site within 24 hours of the verbal authorization. PaRR Inspections may unilaterally rescind the verbal authorization at any time. PaRR Inspections will issue a Task Order at the disaster site authorizing the IC to commence work. Task Orders will not change any of the terms and conditions of this Contract. The IC agrees to be deployed a minimum of thirty (30) days, unless released earlier by PaRR Inspections. Should the IC leave the disaster site without the permission of PaRR Inspections prior to the 30 days, PaRR Inspections will not be responsible for the return transportation cost.

Terms of Payment

For the performance of services stated in this contract, PaRR Inspections shall pay IC \$144.66 for each regular inspection they complete that is approved by FEMA and conducted on an assignment authorized by PaRR Inspections. Inspections must also meet performance standards as defined herein and in any current and future policy directives issued in support of this Contract, all of which are fully incorporated and made a part of this Contract and binding upon the IC. PaRR Inspections may designate inspections as "priority" or "normal". In such cases PaRR shall pay the IC one and one half times the regular rate cited above if the priority and normal inspections are completed within the time specified by PaRR.

Payments will be made based on an approved submission of an invoice that is provided upon arrival at the disaster field office. The IC may invoice for inspections that are still in review by FEMA or for Withdrawn inspections that meet within a 14 day hold period before being eligible for payment. In those cases, payment for such inspections will be delayed until final approval is obtained from FEMA. In addition, PaRR Inspections will retain 10% of the amount to be paid IC. The 10% retainer is to cover improperly completed inspections or work not accepted by FEMA but billed as completed by the IC. In the event the 10% retainer does not cover the total value of unacceptable work, additional payment deductions may be made to cover the difference. Except as noted below, the 10% retainer and any other monies withheld will be paid to the IC when all necessary FEMA forms related to the inspections have been submitted, and FEMA has accepted these forms and inspection reports. Invoices are to be submitted bi-weekly (twice a month) to be received at the PaRR Inspections address no later than 5 p.m. the Friday following the close of the pay period. The IC is liable for palm pad computer, accessories, and any other PaRR issued equipment that are not returned after deployment completion or Contract termination, whichever should first occur. The value of the equipment not returned will be offset from IC's invoices.

Charges for Inspector Errors

Because of the significant added cost to PaRR Inspections to reprocess documents submitted by the IC because these documents are not filled in completely or contain incorrect information, the IC will be charged a portion of that added cost in accordance with PaRR Inspections' Independent Inspector Compensation Policy then in effect.

Reimbursement of Expenses

Normally PaRR Inspections will provide prepaid air transportation to the disaster site as noted above. However, when IC desires to provide or arrange own transportation, the following must first occur:

1. IC must obtain permission from PaRR Inspections before making the arrangements.
2. The total IC transportation shall not exceed (a) 1 roundtrip trip each air fare or (b) transportation by IC driving his or her private vehicle, not to exceed 500 miles each way, at \$0.37 per mile.
3. Cost must be equal to or less than the rate provided by PaRR Inspections prepaid air fare.
4. Travel to and from a location other than IC's address noted in this Contract must be approved in advance by PaRR Inspections.

IC Agreement 08-04-08

(Read and Sign the bottom of page 2 ->)

**Use of Government-Owned Equipment ("GOE")**

IC may be provided equipment owned by the Government, such as palm pads, accessories, and/or other equipment. The Government prohibits the use, installation or loading of ANY software on any of its computers, unless the use, loading or installation of the software has been previously approved by the Government through PaRR Inspections. This includes installing ISP software such as AOL that is included with the Government furnished software but has not been activated. All GOE must be returned to PaRR Inspections in accordance with FAR 52.245-2 and 15. Noncompliance of this provision will be grounds for terminating this Contract. The cost to PaRR for removing unauthorized software will be billed from IC invoices.

**Federal, State and Local Taxes**

PaRR Inspections shall not withhold nor pay federal, state, or local income taxes or payroll taxes of any kind, on behalf of IC or the employees of IC. IC shall not be treated as an employee with respect to the services performed as described in this Contract for federal, state, or local tax purposes. IC understands that IC is responsible to pay, according to law, IC's income taxes. If IC is not a corporation, IC further understands that IC may be liable for self-employment (social security taxes) to be paid by IC according to law.

**Fringe Benefits**

As an independent business, IC is not eligible for, and shall not participate in any employer pension benefit, health, or other fringe benefit plan of PaRR Inspections. IC understands that the per inspection rate offered IC includes an allowance for benefits as mandated by the Service Contract Act (SCA) found at Federal Acquisition Regulation (FAR) 52.222-41. IC also acknowledges that as an independent contractor, IC is not eligible for unemployment benefits and will not file for such benefits based on its work for PaRR.

**Subcontractor as a Government Prime Contractor**

This Contract operates as a subcontractor under Prime Contract with the Federal Government and is subject to the following Federal Acquisition Regulations (FAR): Service Contract Act, FAR 52.222-41-42, and the Fair Labor Standards Act, 52.222-43; Government Property, FAR 52.245-2 and -15; and Insurance Liability, FAR 52.228-7. IC must comply with all such FAR requirements, including the SCA and must maintain appropriate records documenting hours worked and rates paid per disaster or task order. In the FAR, the term "the Contractor" and equivalent terms shall mean the IC and the terms "the Government" and "the Contracting Officer" and equivalent terms shall mean PaRR Inspections.

**Background Check**

PaRR Inspections is required to conduct annual background checks on all Housing Inspectors, including all IC's. The signing of this Contract is explicit authorization to conduct these background checks. The IC shall immediately notify PaRR Inspections of any arrests, charges or convictions that occur after the effective date of this Contract. Such arrest does not automatically disqualify IC from work under this Contract.

**Availability**

Independent Contractor will log in indicating availability no less than every two months at the following site: [www.paarrinspections.com](http://www.paarrinspections.com). Contractors deployed for disasters will be selected from Contractors who have logged in availability within the past two months of the disaster.

**Relationship with Client**

IC is prohibited from engaging in direct communications with PaRR Inspections' Government client on this project. All communication and/or correspondence must be directed to PaRR Inspections.

**Dispute/Complaints**

All claims, disputes and other matters which IC may have from time to time arising from this Contract will be settled through PaRR Inspections' Field Supervisor. If a satisfactory resolution has not been reached within 30 calendar days of submission to the Field Supervisor, the IC may submit the matter to PaRR Inspections' Director of Field Operations and then to PaRR Inspections Project Director if not resolved within 15 days by the Director of Field Operations. Any matter not resolved by the Project Director will be resolved by PaRR Inspections' Executive Committee. Failure of the IC to follow this dispute process will be a material breach of this Contract.

**Worker's Compensation and Commercial Liability Insurance**

PaRR Inspections will not provide worker's compensation insurance for IC or the employees of IC. IC shall comply with the worker's compensation law concerning IC and the employees of IC, and shall provide to PaRR Inspections, a certificate of worker's compensation insurance or in the event IC has no legal obligation to maintain worker's compensation insurance and IC does not maintain such insurance, IC shall provide some evidence of health insurance which will cover IC for any injury sustained by IC in the performance of the services described in this Contract. In the event IC or its employees are injured in the performance of services under this Contract, IC and its employees specifically agree to make no claim of any kind, including a claim for worker's compensation benefits against PaRR Inspections, its affiliates, or FEMA. IC and its employees specifically release and discharge PaRR Inspections, its affiliates, and FEMA for and hold them harmless from, the consequences of any injury. The IC shall also maintain Commercial General Liability Insurance, including automobile liability protecting PaRR and the IC from claims for bodily injury, (including death) and property damage which may arise from or in connection with the performance of IC services under this Contract, or from or out of any negligent act or omission of IC and its employees.

**Safety and Health**

The IC recognizes that disaster sites may contain unsafe conditions which may vary greatly among inspection sites. IC recognizes further that PaRR Inspections has no control over, nor knowledge of, the particular conditions which exist at each inspection site. Therefore, IC shall have sole responsibility for the safety and health of IC and the employees of IC while operating in the field. IC shall abide and comply with all applicable safety and health laws and regulations, including, but not limited to, the standards and regulations promulgated by the Secretary of Labor under the Occupational Safety and Health Act of 1970 and any other legislation enacted for the safety and health of IC and the employees of IC. For informational purposes only, PaRR Inspections has provided a document titled *Health and Safety Plan for FEMA Disaster Housing Inspection Program* with suggestions for safety and health practices (the "Document") for use as the IC shall independently determine. The Document may be found at [www.paarrinspections.com](http://www.paarrinspections.com). By signing this Agreement the IC acknowledges that the Document is available for reviewing and downloading by the IC and that PaRR Inspections is not liable for any errors, omissions, or conflicting and obsolete practices and statements that may be found within the Document. A copy of the Document may be obtained upon request from the PaRR Inspections Headquarters.

**Proprietary and Confidential Information**

The IC shall not engage in any publicity or public media disclosure with respect to this work without the prior written consent of PaRR Inspections. Any request for media coverage shall be directed to the Field Supervisor. Any information collected by IC in performance of the work under this Contract shall be considered confidential and proprietary whether disclosed in written or oral form ("Confidential Information"). IC shall take all reasonable care to preserve and protect such Confidential Information from any unauthorized use, disclosure, or theft.

**Termination**

Either party may terminate this Contract without cause after giving seven (7) days written notice to the other. Such termination will not require PaRR Inspections to pay for return transportation in the event the IC decides to leave a Task Order assignment in less than the 30 day minimum stay. The parties shall exercise a professional and respectful relationship during this 7 day period. However, PaRR Inspections may terminate this Contract immediately with cause.

**Now or Later**

The failure of PaRR Inspections to exercise any of its rights under this Contract for a breach of this Contract shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

**No Authority to Bind Client**

IC has no authority to enter into contracts or agreements on behalf of PaRR Inspections. This Contract does not create a partnership between the parties.

**Independent Contractor Compliance with Regulations**

IC declares that IC has complied with all federal, state, and local laws and regulations regarding business permits and licenses that may be required to carry out the work to be performed under this Contract.

**Notice**

Any notice given in connection with this Contract shall be given by telephone or telecopier and confirmed in writing and sent by first class USA mail to the other party at the address stated above.

**Assignment**

IC may not assign this Contract in whole or in part.

**Choice of Law**

Any dispute under this Contract or related to this Contract shall be decided in accordance with the laws of the Commonwealth of Virginia.

**Severability**

If any part of this Contract shall be held unenforceable, the rest of this Contract will nevertheless remain in full force and effect.

**Ambiguities**

This Contract may not be changed orally but may be supplemented, amended, revised or modified by the written consent of the parties.

**Alternatives**


Any alteration, including amended, typed, or printed changes to this Contract, in any form other than an amendment signed by both parties, is void, notwithstanding the commencement of performance by the IC.

**Entire Agreement**

This is the entire agreement of the parties and supersedes any oral or other declarations or agreements.

Signed

PaRR Inspections



Date

2/4/09

IC Agreement 08-04-08

Independent Contractor



Date

2-03-09

100%

## **EXHIBIT 5**

PI-S 2002-002

**ATTACHMENT A**  
**PaRR Inspections (TASK ORDER)**  
 Task Order # 1524

TO:

Independent Contractor: BON HoustonMail Date: 7-3-04Address: [REDACTED]City, State: LAS VEGAS

Via: (email, fax, fedx)

IC Agreement # [REDACTED]PaRR Inspections Charge # [REDACTED]SSN or TIN [REDACTED]Period of Performance [REDACTED]**Scope of Services:**

PaRR Inspections shall purchase from Independent Contractor (IC), and IC shall perform the following services:

- Collect and report required information from applicants whose principal residences have been damaged by disasters, including obtaining applicant signatures on FEMA provided forms.
- Use palm pad computers to receive and submit work, and to collect and record data on damaged dwellings and personal properties.
- Schedule appointments and meet with disaster applicants.
- Provide disaster assistance information to disaster applicants.
- Maintain a courteous, respectful and friendly disposition when dealing with applicants.
- Perform personal physical interior and exterior inspections of property.
- Conduct inspections and report results in accordance with standards and procedures as prescribed by FEMA and PaRR Inspections and made available in orientation/training materials and/or Inspection Guidelines.
- Verify ownership, occupancy, and insurance coverage.
- List all disaster related losses or unmet needs.
- Upon termination of deployment, return palm pad computer, accessories, and pagers in the same condition as when received.
- Complete refresher training courses in accordance with the schedule determined by PaRR Inspections. Failure to maintain complete refresher training courses will constitute a material breach of this Contract.
- Maintain minimum or better performance standards throughout deployment. PaRR Inspections has established the *minimum* standard as 8 inspections per day within an 10 hour period averaged over a two week period, or 32 inspections within a 40 hour work week, with less than 1% returns for correction or completion. Failure to maintain this *minimum* standard will constitute a material breach of this Contract.
- Time is of the essence in performance of these inspections. It is required that inspections be completed and returned by the inspector within 72 hours of receipt, except in the case of inspections designated by PaRR to be "priority". Priority inspections must be returned within 24 hours. Any "priority" inspections that are completed within the 24 hours will be paid at a rate 1.5 times the normal rate. This may require the IC to work 7 days per week.

Supervisor: Kirk DINGERCell # [REDACTED]Additional Comments or Services: [REDACTED]Unit Price 44.66Projected # of Inspections [REDACTED]Not to Exceed Price [REDACTED]

This Task Order shall be performed under the same terms and conditions as included in the original IC Agreement and is fully incorporated into, and made a part of that Agreement. All terms and conditions of the Independent Contract and its attachments shall remain unchanged and in full force and effect.

PaRR Inspections

By: [Signature]Date: 7/4/04

Independent Contractor (Please sign and return both copies to PaRR Inspections).

I certify that I have not been arrested, charged, or convicted of any felony charge as of the start date of this Task Order.

By: [Signature]Date: 7-3-04

## **EXHIBIT 17**



# FEMA

**Federal Emergency  
Management Agency**

**If you have suffered damages from the recent storms,  
i.e.: Wind Driven Rain, Flooding, Sewer Backup, ect.  
You may be eligible for Financial Assistance in the  
form of Federal & State Grants  
and SBA Low Interest Loans.**

**Home Owners & Renters - Call Immediately!  
1-800-621-3362**

## **EXHIBIT 19**

## Invoicing for Payment and 90-69 Preparation

---

**Policy No: P001**

**Date: 12/01/03**

PaRR Inspections offer a compensation package that is competitive and provides fair value for the services provided by independent contractors performing housing inspections. The per-inspection rate offered by PaRR Inspections includes the equivalent of an hourly wage, the monetary value of fringe benefits, and projected overtime. There are also arrangements to cover contingencies that may occur through no fault of the Inspector that may adversely impact on Inspector earnings. As currently structured, the compensation package, including the per inspection rate offered by PaRR Inspections, is among the best in the industry.

PaRR's compensation policy addresses the following areas:

- per inspection rate
- travel time
- training time
- ride-along time
- briefing time
- charges for inspector errors
- remote inspections
- priority inspections
- disaster closeout inspections

In determining allowable compensation, credit is given only for hours actually worked in a compensation period and when the inspector is available and willing to work. A compensation period is a seven-day period.

**Per Inspection Rate** - The per inspection rate is \$49.40 for each regular inspection completed and accepted in accordance with the terms of the Independent Contractor Agreement (IC Agreement). The per inspection rate for inspections designated by PaRR as priority or remote shall be one-and-one-half times the regular inspection rate if the inspections are completed in accordance with the IC Agreement. Invoicing and payment guidelines are addressed in the IC Agreement.

**PaRR's performance standard.** Our performance standard or expectation is for each Inspector to complete a minimum of eight inspections per day, averaged over a two-week period. This standard is set as a means of evaluating the performance of each Inspector and of measuring PaRR Inspections' success in meeting its goals. Our success with FEMA and disaster victims relies on prompt and accurate inspections. Consequently, Inspectors will be called to the field based on their past performance in terms of speed and quality of inspections. Eight inspections per day is only one of several performance standards established for this project. Other criteria include quality of work, customer service, timeliness, and 90-69B accuracy.

## **Invoicing for Payment and 90-69 Preparation**

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**Travel Time** - Time spent in travel to a disaster site to receive instructions, training, or orientation is not compensable. Compensation for time spent traveling when working on a Task Order as part of regular inspection activity has already been factored into PaRR Inspections' per inspection rate. No additional travel time compensation will be paid.

**Training Time** - Time spent in training is not compensable if training occurs before PaRR's issuance of a Task Order to an Inspector.

**Briefings and Orientation** - Time spent in briefings is not compensable.

**Charges for Inspector Errors** - Because of the significant added cost to PaRR Inspections to reprocess documents submitted by inspectors because those documents are not filled in completely or contain incorrect information, inspectors will be charged a portion of that added cost as follows:

- \$25 for missing and/or incorrect information on invoices and 90-69Bs.
- If the applicant's signature is missing on the 90-69B, the inspector will not be paid for that inspection. Those inspections will be sent back to the field and the inspector will be charged \$25.00 for that invoice. The inspector who ultimately obtains the signature will be paid the full amount for that inspection.
- \$25 when submitted 90-69Bs are not in the same order as inspections listed on the "Completed List of Applicants" form.
- \$25 for no "Completed List of Applicants" form.
- \$25 for not separating "No Contact, Priority or Remote" inspections.

**Remote & Priority Inspections** - Remote inspections are **inspections designated by the FEMA Project Monitor**, which could be scattered at distances greater than the majority of inspections. PaRR will provide compensation for inspections designated "Remote" at 1.5 times the rate for normal inspections, (\$74.10 per inspection). Priority inspections are only those inspections designated by the PaRR Field Supervisor as "Priority" and must be completed within 24 hours after the FEMA Project Monitor notifies PaRR. Priority inspections will be compensated at 1.5 times the rate for normal inspections or \$74.10 per inspection.

**Closeout Work** - Inspectors conducting closeout work are considered to be in a part-time status and thus will not be compensated based on the 25 completed inspections as described in Downtime Compensation. As the disaster begins to wane, the ability of PaRR to provide inspectors with enough inspections during a compensation period to allow the inspector to meet the minimum (25) completed inspections is impossible. Therefore, pay for inspections in closeout will be based on the number of hours worked times \$22.14, or 1.5 times the normal per inspection rate, whichever is greater. If an overnight stay is reasonably required, then a per diem of \$110 will be paid. Inspectors performing closeout work must complete and submit the special Close Out Invoice attached to the Independent Contractor Contract in order to receive compensation for closeout inspections.

### **Invoicing for Payment and 90-69 Preparation**

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To ensure that inspectors are properly paid, it is very important for each inspector to accurately record the hours worked for the inspections claimed on the PaRR Invoice record the hours worked for the inspections claimed on the PaRR Invoice.

## **EXHIBIT 20**

☐ CORRECTED (if checked)

PAYER'S name, street address, city, state, ZIP code, and telephone no. <b>PaRR Inspections</b> <b>8401 Arlington Boulevard</b>  <b>Fairfax VA 22031</b> <b>Contact Phone Number: (703) 849-0219</b>		1 Rents	OMB No. 1545-01-15		<b>Miscellaneous Income</b>  <b>2004</b> <b>Form 1099-MISC</b>
		\$			
		2 Royalties			
		3 Other income	4 Federal income tax withheld	<b>Copy B For Recipient</b>	
		\$	\$		
PAYER'S Federal identification number	RECIPIENT'S identification number	5 Fishing boat proceeds	6 Medical and health care payments	This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.	
		\$	\$		
RECIPIENT'S name, address, and ZIP code		7 Nonemployee compensation	8 Substitute payments in lieu of dividends or interest		
<b>Ronald E Houston</b>  <div style="background-color: black; width: 150px; height: 20px;"></div> <b>Las Vegas NV 89108</b>		\$ <b>59904.00</b>	\$		
Account number (optional)		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds		
<b>14018</b>		\$	\$		
15		11	12		
		13 Excess golden parachute payments	14 Gross proceeds paid to an attorney		
		\$	\$		
		16 State tax withheld	17 State/Payer's state no.	18 State income	
		\$		\$	
		\$		\$	

Form 1099-MISC

(keep for your records)

Department of the Treasury - Internal Revenue Service

Ex 10

## **EXHIBIT 21**

☐ CORRECTED (if checked)

PAYER'S name, street address, city, state, ZIP code, and telephone no. <b>PaRR Inspections</b> <b>8401 Arlington Boulevard</b>  <b>Fairfax VA 22031</b> <b>Contact Phone Number: (703) 849-0219</b>		1 Rents \$	2 Royalties \$	OMB No. 1545-0115 <b>2005</b> Form 1099-MISC	<b>Miscellaneous Income</b>  <b>Copy B For Recipient</b>
PAYER'S Federal identification number [REDACTED]	RECIPIENT'S identification number [REDACTED]	3 Other income \$	4 Federal income tax withheld \$	This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.	
RECIPIENT'S name, address, and ZIP code <b>Ronald E Houston</b>  <b>Las Vegas NV 89108</b>		5 Fishing boat proceeds \$	6 Medical and health care payments \$		7 Nonemployee compensation \$ <b>118765.81</b>
Account number (see instructions) <b>14018</b>		8 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/> \$	9 Substitute payments in lieu of dividends or interest \$	10 Crop insurance proceeds \$	
11a Section 408A deferrals \$	11b Section 408A income \$	12 \$	13 Excess golden parachute payments \$		14 Gross proceeds paid to an attorney \$
Form 1099-MISC		15 State tax withheld \$	16 State/Payer's state no. \$	17 State income \$	18 State income \$

Form 1099-MISC



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Department of the Treasury - Internal Revenue Service

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## **EXHIBIT 22**

☐ CORRECTED (if checked)

PAYER'S name, street address, city, state, ZIP code, and telephone no. <b>PaRR Inspections</b> <b>8401 Arlington Boulevard</b>  <b>Fairfax VA 22031</b> <b>Contact Phone Number: (703) 849-0219</b>		1 Rents \$	2 Royalties \$	3 Other income \$	4 Federal income tax withheld \$	Miscellaneous Income  Copy B For Recipient
PAYER'S federal identification number [REDACTED]	RECIPIENT'S identification number [REDACTED]	5 Fishing boat proceeds \$	6 Medical and health care payments \$	7 Nonemployee compensation \$ 30314.95	8 Substitute payments in lieu of dividends or interest \$	
RECIPIENT'S name, address, and ZIP code <b>Ronald E Houston</b>  <b>Las Vegas NV 89108</b>		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$	This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.		
Account number (see instructions) <b>14018</b>		11 [REDACTED]	12 [REDACTED]	13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$	
15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$	17 State/Payer's state no. \$	18 State income \$		

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